

**CITY OF MOUNT VERNON
CITY COUNCIL MEETING
AGENDA
September 11, 2019 7:00 p.m.
(Police Court Campus)**

I. OPENING CEREMONIES

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call of Councilmembers

II. CONSENT AGENDA

- A. Approval of August 28, 2019 Regular Council Meeting Minutes
- B. Approval of September 5, 2019 payroll checks numbered 109535 - 109577 direct deposit checks numbered 72922 - 73163, and wire transfers numbered 769 – 773 in the amount of \$937,115.17
- C. Approval of September 11, 2019 Claims numbered 5378 - 5560 in the amount of \$946,778.11

III. REPORTS

- A. Committees
 - 1. Public Works and Library
 - 2. Public Safety
- B. Community Comments
(An opportunity for Mount Vernon residents to address their City Council. Please limit comments to 3 minutes or less. Under normal circumstances, the Mayor and Council will not respond immediately to Community Comments. If you would like someone to follow-up with you regarding the topic of your comments, please leave your name and contact information on the form at the entrance of the Council Chambers.)
- C. Councilmember Comments
- D. Mayor's Report
- E. Committee Agenda Requests

IV. UNFINISHED BUSINESS

- A. Continuation of Emergency Adoption of Interim Regulations – Limited Temporary Homeless Encampments (i.e. Safe Parking)
(Staff is requesting that Council declare an emergency and seeks approval of interim regulations to allow limited temporary homeless encampments, otherwise known as safe parking. This item was continued from August 28, 2019.)
(required action – ordinance)
(staff contact – Rebecca Lowell)

V. NEW BUSINESS

- A. Presentation of Award for 2019 Best Overall Green Infrastructure Project
(The National Association of Flood and Stormwater Management Agencies has awarded the City's Downtown Flood Protection Project with its 2019 Green Infrastructure award for the best overall project.)
(required action – none)
(staff contact – Esco Bell)

- B. Approval of Interlocal Agreement with Skagit County
(Staff is requesting that Council authorize the Mayor to enter into an interlocal agreement with Skagit County which provides the City a 2019 allocation to assist the Library in supporting citizens of unincorporated Skagit County.)
(required action – motion)
(staff contact – Isaac Huffman)
- C. Bid Award – 2019 Street and Curb Ramp Improvements Project
(Staff is requesting that Council award the bid for the 2019 Street and Curb Ramp Improvements Project to Pellco Construction Inc. in the amount of \$330,368.00.)
(required action – motion)
(staff contact – Darin Christen)
- D. Approval of Agreement with Department of Ecology for Washington Conservation Corp.
(Staff is requesting that Council authorize the Mayor to enter into an interagency agreement with Department of Ecology for Washington Conservation Corp for vegetation maintenance in drainage facilities.)
(required action – motion)
(staff contact – Blaine Chesterfield)

COMMITTEE MEETINGS

Public Works and Library

6:00 p.m.

Next Ordinance 3790

Next Resolution 970

UNFINISHED BUSINESS AGENDA ITEM: A



DATE: September 11, 2019

TO: Mayor Boudreau and City Council

FROM: Rebecca Lowell

SUBJECT: Emergency Adoption of Interim Regulations to allow Limited Temporary Homeless Encampments (i.e. Safe Parking)

RECOMMENDED ACTION:

Council adoption of the accompanying Ordinance that declares an emergency and adopts interim regulations to allow limited temporary homeless encampments.

INTRODUCTION/BACKGROUND:

Staff presented the proposed interim regulations to Council on August 28, 2019. At that time Council listened to public testimony, asked questions of staff, and requested this item be brought back this evening.

Please recall that the City has existing regulations that allow permanent homeless shelters, emergency shelters, and temporary homeless encampments.

However, the City does not have regulations that would permit the homeless to park overnight in a vehicle at a facility. Programs that allow this type of use are generally referred to as Safe Parking. City Council asked staff to research safe parking programs after a community member expressed interest in creating such a program at her church.

FINDINGS/CONCLUSIONS:

The accompanying Ordinance declares an emergency and adopts interim regulations to allow the homeless to sleep in vehicles at properties owned by religious organizations.

As required by law, if the attached Ordinance is adopted by Council tonight, a public hearing will be held in the next 60-days.

RECOMMENDATION:

Council declare an emergency and adopt the accompanying interim ordinance.

ATTACHED:

Proposed Ordinance for Council's consideration

Public Comment Letters Received To-Date

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF MOUNT VERNON, WASHINGTON, DECLARING
AN EMERGENCY AND ADOPTION OF INTERIM CONTROL REGULATIONS FOR
TRANSITORY ACCOMMODATIONS**

WHEREAS, people are considered homeless when they do not have accommodation that is safe, secure, and appropriate; and

WHEREAS, “Sheltered” homeless are those persons that are accommodated in emergency shelters, with family or friends, or in other transitory housing. The “unsheltered” homeless are those who have yet to be accommodated by such housing and are living on the streets, in vehicles, impromptu encampments on private or public property or otherwise do not have shelter; and

WHEREAS, homelessness occurs in a variety of ways and result in different needs. For example, some people may become suddenly homeless requiring short term crisis accommodation while others may be chronically homeless; and

WHEREAS, the current crisis of homelessness is impacted by a broad number of societal challenges including but not limited to, growth in poverty, mental health, substance abuse, erosion of foster care, federal and state investment in criminal justice and other safety net systems, which have a cumulative and compounding effect resulting in an alarming trend in homeless population statewide and in our local community; and

WHEREAS, recent data presented by Community Action of Skagit County’s Housing Resource Center shows that those defined as chronically homeless and those at imminent risk of losing housing in Skagit County are on the rise. This county-wide trend is of concern to the City because Mount Vernon has the greatest number of residents of any incorporated city or town in Skagit County; and

WHEREAS, the City of Mount Vernon’s specific role and the role of government in general to address, mitigate or reduce homelessness is limited by constitutional, statutory, and budgetary constraints. Nonetheless, the City finds a response is required to address the public health and safety impacts to the community; and

WHEREAS, the current crisis requires the response of not just government but of the entire community; and

WHEREAS, the City of Mount Vernon is dedicated to reducing homelessness while also recognizing the government’s role in protecting the public health and safety for the community including both those persons with and without homes; and

WHEREAS, the City also recognizes that the ultimate goal beyond providing both shelter and services to the homeless is to transition homeless persons to permanent housing and the provision of personal development to allow persons to ultimately meet their needs without or reduced assistance. Case management is a key factor to achieving this goal; and

WHEREAS, the City recognizes the need to improve the safety and health of people experiencing homelessness that reside in vehicles; and

WHEREAS, the City of Mount Vernon finds that while current city regulations address transitory accommodations such as tent encampments and mitigate their health and safety impacts that such regulations do not account that smaller encampments or less intensive uses may warrant different less onerous substantive criteria and procedural safeguards; and

WHEREAS, the City of Mount Vernon is organized as a code city granting to it all the powers of home rule and those afforded by the State. In addition, RCW 35A.21.360 explicitly allows cities to impose conditions to such encampments when necessary to protect the public health and safety so long as such conditions do not substantially burden the decisions or actions of a religious organization regarding location of housing or shelter for homeless persons on property owned by the religious organization; and

WHEREAS, RCW 35A.63.220 and RCW 36.70A.390, as well as interpretative judicial decisions, authorize adoption of interim zoning controls and regulations with certain limitations, including the requirement to hold a public hearing on the adopted interim zoning controls/regulations within 60 days of its adoption, and the adoption of findings of facts and, if appropriate, a work plan; and

WHEREAS, in accordance with RCW 35A.63.220, interim zoning controls may be effective for no longer than six months, but may be effective for up to a year if a work plan is developed for related studies providing for such a longer period, and

WHEREAS, there is an urgent need, pending completion of and the adoption of permanent zoning and regulatory ordinances relating to temporary homeless encampments, to adopt interim regulatory ordinances regarding such land uses to address the impacts to public health and safety; and

WHEREAS, staff has prepared a draft interim ordinance that impose conditions to address impacts to public health and safety as a result of such homeless encampments; and

WHEREAS, the City Council finds the interim ordinance: i) is necessary to protect the public health and safety and ii) that conditions herein do not substantially burden the decisions or actions of a religious organization regarding location of housing or shelter for homeless persons on property owned by the religious organization; and

WHEREAS, the City Council shall hold a public hearing within 60 days at a regularly held meeting of the City Council on this Ordinance to consider public testimony regarding adoption of this Ordinance and adopt findings of fact justifying its action in the event such findings are not adopted prior to the hearing; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOUNT VERNON, WASHINGTON, DO ORDAIN AS FOLLOWS:

SECTION 1. Recitals Incorporated. That the City Council adopts the recitals set forth above as findings justifying adoption of this Ordinance and incorporates those recitals as if set forth fully herein. The Council may adopt additional findings in the event that additional public hearings are held or evidence presented to the City Council.

SECTION 2. Chapter 17.210, Temporary Homeless Encampments, of the Mount Vernon Municipal Code is hereby amended as follows:

Temporary Homeless Encampments

Sections:

- 17.210.010 Purpose.
- 17.210.015 Definitions
- 17.210.020 Application for temporary homeless encampment permit.
- 17.210.030 Requirements for approval and operation.
- 17.210.040 Hardship exception
- 17.210.050 Decision criteria
- 17.210.060 Revocation of permit.

17.210.070 Limited temporary homeless encampments

New regulations are identified in red and are underlined. Other text is existing, previously adopted code.

17.210.010 Purpose.

The purpose of this chapter is to regulate homeless encampments within the city of Mount Vernon in compliance with the requirements of RCW 35.21.915. The standards and requirements in this chapter are the minimum necessary to protect the public health and safety and do not substantially burden the decisions or actions of religious organizations regarding the location of housing or shelter for homeless persons on property owned by such religious organizations.

17.210.015 Definitions. The following words used in this Chapter are defined as follows:

- A. **“Director”** means the Director of the City of Mount Vernon’s Development Services Department or Designee.
- B. **“Encampment host”** means a religious organization (including but not limited to an owner, tenant, or lessee) that has the legal right to occupy the site of a temporary homeless encampment. An “encampment host” may be the same individual, group, organization, or entity as the encampment sponsor or the encampment manager of a temporary homeless encampment.
- C. **“Encampment manager”** means an individual, group, organization, or entity that organizes, manages or operates a temporary homeless encampment. An “encampment manager” may be the same individual, group, organization, or entity as the encampment host or the encampment sponsor of a temporary homeless encampment.
- D. **“Encampment sponsor”** means an individual, group, organization, or entity which, in conjunction or by agreement with the encampment host or encampment manager, provides services or support on an ongoing basis for the residents of a temporary homeless encampment. An “encampment sponsor” may be the same individual, group, organization, or entity as the encampment host or the encampment manager of a temporary homeless encampment.
- E. **“Temporary homeless encampment”** means a temporary encampment for homeless persons on property owned or controlled by a religious organization, whether within buildings located on

the property or elsewhere on the property outside of buildings **including but not limited to Limited Temporary Homeless Encampment.**

F. “Limited temporary homeless encampment” means a temporary homeless encampment for a facility or site limited to accommodating no more than five vehicles, housing not more than a total of twelve individuals parking in designated areas to provide overnight shelter.

17.210.020 Application for temporary homeless encampment permit.

A. A temporary homeless encampment is an allowed use only on property owned or controlled by a religious organization that is acting as either the encampment host or the encampment sponsor, or both, for the temporary homeless encampment.

B. Temporary homeless encampments shall not be permitted within the city except as an accommodation of religious exercise by an encampment host or encampment sponsor. Unless the use is a limited temporary homeless encampment, each encampment host, encampment manager and encampment sponsor of a temporary homeless encampment shall jointly apply for a permit under this chapter, and shall jointly certify compliance with all applicable use requirements and conditions of this part in the application. Each encampment host, encampment manager and encampment sponsor shall comply with the standards set forth in MVMC 17.210.070 for limited homeless encampments. MVMC 17.210.020 C through MVMC 17.210.020 I, and MVMC 17.210.030 shall not apply to property owned or controlled by a religious organization when used as a limited temporary homeless encampment.

C. An application for a temporary homeless encampment permit shall be submitted to the director or designee on a form approved by the director. The application shall contain an encampment management responsibility plan. An application that does not contain an encampment management responsibility plan shall not be considered complete. The encampment management responsibility plan shall contain, at a minimum, all of the following information:

1. The name, address, and telephone number of the encampment host, and the telephone number and email address for a designated representative of the encampment host; and
2. The name, address, and telephone number of the encampment sponsor and encampment manager, and the telephone number and email address for a designated representative of the encampment sponsor and encampment manager; and
3. The proposed location of the temporary homeless encampment and information as to whether the temporary homeless encampment will be located inside a building or outside a building on property owned or controlled by the encampment host; and
4. The date on which the temporary homeless encampment is proposed to move onto the proposed location and the date on which the temporary homeless encampment is proposed to vacate the proposed location; and
5. The maximum number of residents proposed; and
6. A site plan showing the proposed location of the facilities required by MVMC [17.210.030](#); and

7. A statement demonstrating how the temporary homeless encampment will meet the requirements of MVMC [17.210.030](#); and
8. A description of the security measures that the encampment host, encampment sponsor and encampment manager intend to employ at the proposed location, including criteria for rejection as a resident, a code of conduct, neighborhood security patrols, if any, whether and how they will implement outstanding warrant or registered sex offender background checks, and whether and how any temporary homeless encampment residents or prospective residents may be ejected from the temporary homeless encampment based on the results of such checks; and
9. A transportation plan demonstrating compliance with MVMC [17.210.030](#).

D. The application for a temporary homeless encampment permit must be accompanied by an application fee set forth in Chapter 14.15 MVMC.

E. An application for a temporary homeless encampment permit must be filed at least 30 days before the date on which the temporary homeless encampment is proposed to move onto the proposed location; provided, that the Director may agree to a shorter period in the case of an emergency beyond the control of the encampment host and encampment sponsor.

F. An application for a temporary homeless encampment permit shall be processed as a Type II temporary homeless encampment permit under Chapter 14.05 MVMC subject to administrative appeal and final administrative decision by the City Hearings Examiner.

G. In addition to the requirements for a Type II permit under Chapter [14.05](#) MVMC, the following additional and amended procedures apply:

1. **Public Meeting Required.** The encampment host, manager and sponsor shall hold an informational public meeting that will be attended by the director. The public meeting shall be held as early in the review process as possible for the application. Notice of the public meeting shall be mailed to those property owners identified within subsection (G)(2) of this section. The public meeting notice will be combined with the notice of application whenever possible. Prior to the public meeting, the encampment host shall meet and confer with the Mount Vernon police department regarding the proposed security measures. At the public meeting, a representative of the encampment host shall present in writing and describe the proposed encampment management responsibility plan, and any input or comment received on the plan, including any comment or input from the Mount Vernon police department, or comment or input from schools and/or child care services under subsection (G)(2) of this section. The public meeting shall be attended by all applicants of the proposed temporary homeless encampment permit.
2. **Additional Mailed Notice.** The requirements for mailed notice of the application set forth for Type II permits under Chapter [14.05](#) MVMC shall be expanded to include owners of real property within 600 feet of the project site. Prior to the decision of the director on a temporary homeless encampment permit, the encampment host, encampment sponsor, or encampment manager shall meet and confer with the administration of any public or private elementary, middle, junior high or high school within 600 feet of the boundaries of the proposed temporary homeless encampment site, and shall meet and confer with the operators of any known child care service within 600 feet of the boundaries of the

proposed temporary homeless encampment site. The encampment host and the school administration and/or child care service operator shall make a good faith effort to agree upon any additional conditions that may be appropriate or necessary to address school and/or child care concerns regarding the location of a temporary homeless encampment within 600 feet of such a facility. Any such conditions agreed upon between the parties shall be submitted to the director for consideration for inclusion within the temporary homeless encampment permit. In the event the parties fail to agree on any conditions, either party may provide the director with a written summary of the parties' discussions, which the director may consider in evaluating whether the criteria for the temporary homeless encampment permit are met, or the need for additional conditions upon the temporary homeless encampment permit based on the applicable decision criteria.

3. The applicant shall provide notice of the application by posting two land use change signs on the site or in a location immediately adjacent to the site that provides visibility to motorists using adjacent streets. The director shall establish standards for timing of installation and removal of the signs and the public meeting notice.

H. The Director shall coordinate review of the temporary homeless encampment permit with appropriate city staff and with other appropriate public agencies, including, but not limited to, Skagit County Public Health Department and the Mount Vernon Fire Department. The Director may issue the temporary homeless encampment permit if the application demonstrates that:

1. All of the requirements of MVMC 17.210.030 are met; and
2. The temporary homeless encampment will not be materially injurious to the public health, safety, and welfare or materially injurious to the property or improvements in the immediate vicinity.

I. Decisions of the Director granting, granting with conditions, or denying a temporary homeless encampment permit shall be subject to one open record administrative appeal to the Hearing Examiner who shall render a final administrative determination. The Hearing Examiner's decision shall be subject to appeal to the Skagit County Superior Court as provided in Chapter 36.70 RCW. In the event of any conflict with any other provisions of the Mount Vernon Municipal Code, this provision shall control notwithstanding MVMC 14.05.020.

17.210.030 Requirements for approval and operation.

A. A temporary homeless encampment must meet all of the following requirements in addition to any other requirements imposed by this chapter:

1. The property or building must be of sufficient size to accommodate the proposed number of tents and residents and the on-site facilities required by this section.
2. Adequate provision must be made for the provision of drinking water, disposal of human waste, disposal of garbage and other solid waste, and the provision of other services, including, but not limited to, the following facilities:
 - a. Sanitary portable toilets or other restroom facilities in the number required to meet health regulations for the residents and staff of the temporary homeless encampment; and
 - b. Hand washing stations by the toilets or restrooms and by food service areas; and

- c. Refuse receptacles meeting the requirements of the city's solid waste division; and
 - d. A food service tent or other food service building or facility meeting health department requirements; and
 - e. A management tent or other management office or facility providing administrative and security services and readily identifiable to residents and visitors. Through the permit process a ratio of encampment staff to residents shall be established by the city. This ratio shall ensure the health and safety of the staff, residents, and surrounding neighbors.
3. Outdoor temporary homeless encampments shall meet all setbacks for the zoning district in which the property is located; provided, that where the temporary homeless encampment abuts property containing residential uses, the temporary homeless encampment shall be set back 20 feet from the property line or the minimum setback provided in the Mount Vernon Municipal Code, whichever is greater.
 4. Outdoor temporary homeless encampments shall have a six-foot-tall sight obscuring fence provided around the perimeter of the temporary homeless encampment unless the director determines that there is sufficient vegetation, topographic variation, or other site conditions to provide equivalent screening of the use from adjacent properties.
 5. Any and all exterior lighting for outdoor temporary homeless encampments shall be directed downward and away from adjacent properties to minimize light impacts.
 6. The maximum number of residents within a temporary homeless encampment shall not exceed 100.
 7. Parking for at a minimum five vehicles shall be provided and otherwise comply with Chapter [17.84](#) MVMC.
 8. No children under the age of 18 shall be allowed in the temporary homeless encampment. If a child under the age of 18 attempts to reside at the temporary homeless encampment, the encampment sponsor, the encampment host, or the encampment manager shall immediately contact child protective services.
 9. No animals shall be permitted in the temporary homeless encampment, except for service animals.
 10. The encampment sponsor and/or the encampment host shall submit a code of conduct for the temporary homeless encampment and a statement describing how the code of conduct will be enforced. The code of conduct shall, at a minimum, contain the following:
 - a. A prohibition on the possession or use of illegal drugs or alcohol.
 - b. A prohibition on the possession of guns, knives with blades in excess of three inches, and weapons of all kinds.
 - c. A prohibition on violence.
 - d. A prohibition on open flames.
 - e. A prohibition on trespassing into private property in the surrounding neighborhood.
 - f. Hours during which quiet is to be observed.
 11. A transportation plan must be submitted providing for access to transit. All temporary homeless encampments must be located within one-half mile of transit service. This measurement shall be taken in a straight line from the closest property line where the

temporary homeless encampment is proposed to the existing transit service provided by Skagit Transit. During hours when public transportation is not available, the encampment sponsor, encampment host, or encampment manager shall also make transportation available to anyone who is rejected from or ordered to leave the temporary homeless encampment.

12. The temporary homeless encampment must comply with all regulations of Washington State, the city of Mount Vernon, and the Skagit County public health department. The temporary homeless encampment shall comply with the requirements of the International Fire Code and Washington Cities Electrical Code as adopted by the city of Mount Vernon. The encampment sponsor and encampment host shall permit inspections at all reasonable times by appropriate public officials from the agencies enforcing these codes for code compliance.
13. The encampment sponsor shall take all reasonable and legal steps to obtain verifiable identification from prospective residents of the temporary homeless encampments and use the identification to obtain sex offender and warrant checks from the appropriate agency. If the warrant and sex offender check reveals that a prospective resident or existing resident is a sex offender who is required to register with police or that the prospective resident has an outstanding warrant, the encampment sponsor shall reject the prospective resident or evict the existing resident.
14. Adequate access for fire and emergency medical apparatus shall be provided.
15. Adequate separation between tents and other structures shall be to limit fire exposure and provide for emergency exiting by residents.
16. Temporary homeless encampment permits may be approved only once over a one-year period for no more than 120 consecutive days. These time limits shall apply to property where a temporary homeless encampment is permitted regardless of whether or not an encampment manager or sponsor is different. For example, if a temporary homeless encampment permit was issued on December 1st of a given year for a 120-day period the site upon which the permit was issued could not host another temporary homeless encampment until December 1st of the following year.

17.210.040 Hardship exception

An encampment host, encampment sponsor, or encampment manager may petition the Director for an exception from any of the specific use requirements of MVMC 17.210.030, **standards set forth in MVMC 17.210.070**, or other condition **imposed by this chapter or by the Director** upon grounds of hardship. In considering whether a hardship exception should be granted, the Director may consider whether the provision or provisions at issue substantially burden the siting or hosting of a temporary homeless encampment at a particular location or by a particular encampment host, encampment sponsor, or encampment manager, the effects on health and safety of residents and the community should the exception be granted, and whether a less restrictive, alternative means to achieve the health and safety objectives is proposed and/or is reasonably available.

17.210.050 Decision criteria.

The director may approve, or approve with modifications, an application for a temporary encampment permit or request for hardship exemption for a limited temporary homeless encampment if:

- A. The temporary homeless encampment complies with the use requirements set out in MVMC 17.210.030 if applicable and other applicable requirements of this chapter unless an exception has been granted pursuant to MVMC 17.210.040; and
- B. The temporary homeless encampment will not be materially detrimental to the public health, safety or welfare of the temporary homeless encampment residents or the surrounding community; and
- C. The imposition of a condition under which the city reserves the right to impose additional conditions or to reconsider the temporary homeless encampment permit within a certain time frame from approval date, based on substantiated complaints filed with the city.

17.210.060 Revocation of permit.

The director may revoke a temporary homeless encampment permit or deny request for a hardship exemption for a limited temporary homeless encampment for violation of any of the requirements of this chapter. A decision of the director to revoke a temporary homeless encampment permit or deny request for a hardship exemption for a limited temporary homeless encampment is a Type II decision processed in the same manner as a Type II temporary homeless encampment permit decision that may be appealed to the hearing examiner for final determination provided in Chapter 14.05 MVMC. The decision of the director to revoke a temporary homeless encampment permit shall be stayed during any appeal to the hearing examiner, but the stay will be lifted if the hearing examiner upholds the revocation. Decisions of the hearing examiner on a temporary homeless encampment permit revocation or denial of a request for a hardship exemption may be appealed to the Skagit County superior court as provided in Chapter 36.70RCW.

17.210.070 Limited temporary homeless encampments.

- A. Purpose. The purpose of this section is to provide homeless individuals with vehicles a place to temporarily park overnight to assist in transitions to permanent housing.
- B. There is no fee for a limited temporary homeless encampment when the use complies with the conditions set forth in this section. Limited temporary homeless encampment is allowed outright when the following conditions are met:
 - 1. The Encampment Host, Manager or Sponsor registers the limited temporary encampment with the City as required in Subsection C.
 - 2. Vehicles that individuals park and sleep within as means of shelter are limited to five passenger cars and/or passenger trucks. Recreational and commercial vehicles as defined in MVMC 10.20.020, shall not qualify as vehicles for the purposes of a Limited Temporary Homeless Encampment.
 - 3. Vehicles that individuals park and sleep within as means of shelter shall be registered by the Encampment Host, Manager, or Sponsor with the creation and maintenance of a roster that includes the names of the persons associated with the vehicle, the vehicle make, model, year and license number (“registered

****REMINDER****
New regulations are identified in red and are underlined. Other text is existing, previously adopted code.

- vehicle”). Each registered vehicle shall possess and prominently display a placard in the windshield. The placard shall clearly identify the vehicle as registered and permitted by the religious organization for overnight shelter.
4. The limited temporary homeless encampment is located on the property that a religious organization has the right to occupy as an owner, tenant, or lessee.
 5. The limited temporary homeless encampment is located on the same site in which the religious organization has a permanent, fixed structure in use by the religious organization.
 6. The limited homeless encampment is located on a paved surface intended for vehicle parking that is regularly maintained for removal of dust and debris.
 7. Vehicles that individuals park and sleep within as means of shelter shall:
 - a. Be parked next to each other
 - b. Be placed such that they are not visible from surrounding public roads, to the extent possible
 - c. Be at least 50 feet from abutting properties used for residential purposes absent a hardship exception pursuant to MVMC 17.210.040
 8. Outdoor restrooms facilities shall be installed, maintained and must be accessible during hours vehicles are allowed to remain. Access to a hand washing station and trash facilities shall be provided on the property during hours vehicles are allowed to remain. To the extent possible, these facilities shall be placed such as they are not visible from surrounding public roads.
 9. No children under 18 shall be allowed to stay overnight in the encampment unless accompanied by a parent or guardian or unless the Encampment Host, Manager, or Sponsor has proof of the minor's legal emancipation. If an unemancipated child under the age of 18 without a parent or guardian present attempts to stay at the encampment, the Encampment Host, Manager, or Sponsor shall immediately contact child protective services and shall actively endeavor to find alternative shelter for the child.
 10. Registered vehicles shall be allowed on the property between 6:00 p.m. and 8:00 a.m. daily. All registered vehicles shall remain off the property outside these hours unless otherwise engaging in religious services or activities.
 11. The Encampment Host shall create and implement a Neighborhood Relations plan. The City shall be entitled to post the plan on its website and otherwise make the plan available to the general public. The plan shall include the following:
 - a. Identification of two individual responsible to ensure the limited temporary homeless encampment complies with all Mount Vernon ordinances and other state laws and regulations. The individuals shall be responsible for receiving, responding, and resolving all complaints about the limited temporary homeless encampment.
 - b. At a minimum, the telephone number(s) of the individuals responsible for the limited temporary homeless encampment that members of the public may call to receive complaints.
 - c. Dates that the limited temporary homeless encampment shall be located on a property.

This entire section was added to this Ordinance after the Council's August 28, 2019 meeting.

- d. A site plan that shows the location of trash, restroom facilities, exterior light fixtures, location and distances to residential properties, and location of designated overnight parking spaces.
 - e. The code of conduct required in the section.
- 12. The identified individuals responsible for the limited temporary homeless encampment shall immediately respond to complaints. The Encampment Host shall log all complaints received, how it was resolved and provide a copy to the City upon request.
- 13. An on-call monitor must be provided. The on-call monitor shall:
 - a. Be physically present at the site at 6:00 p.m. to observe the arrival of registered vehicles.
 - b. Document that only registered vehicles and allowed occupants are on the property.
 - c. Be able to be physically present on the property within thirty minutes of a request during any time the property is occupied by registered vehicles.
 - d. Ensure compliance with all the requirements set forth in this Chapter.
 - e. Within 24 hours of receiving a complaint or request for corrective action, the on-site monitor shall use his or her best efforts to remedy the complaint.
- 14. The Encampment Host shall provide and enforce within said temporary limited encampment a written code of conduct that provides for the health, safety, and welfare of the limited temporary homeless encampment residents, and mitigates impacts to neighbors and the community. The code of conduct shall, at a minimum, prohibit:
 - a. Possession or use of firearms, alcohol and/or illegal drugs.
 - b. Violence.
 - c. Open flames either inside or outside vehicles.
 - d. Trespassing on private property in the surrounding neighborhood.
 - e. Littering in the limited temporary homeless encampment site or the surrounding neighborhood.
 - f. Cooking or food preparation performed inside or outside of the resident's vehicles.
 - g. Extension of electrical or water service shall be allowed from any structure to any vehicle.
 - h. Urination or defecation outside of restroom facilities provided.
 - i. Use, storing, or placing outside the registered vehicle items of personal property use unless stored within a pre-existing authorized structure on site. Tarps, chairs, tables, or any other type of furniture and/or equipment not stored in the resident's vehicle are prohibited.
 - j. When outside a vehicle, pets must be leashed at all times. Animal waste shall be picked up immediately and disposed of properly. Any dog or other animal demonstrating aggressive behavior shall be immediately removed. Residents shall maintain control of animals.
 - k. Dumping sewage or other waste fluids or solids, deposit excreta outside a vehicle, or park vehicles that leak excessive fluids (i.e., gasoline, transmission or radiator fluid, or engine oil).

- l. Persons who wish to register vehicles shall be limited to no more than one vehicle.
 - m. Noise or music in excess of the limits set forth in MVMC Chapter 9.28.
 - n. Amplified music if audible outside the registered vehicle.
 - o. Unregistered guests shall not be allowed.
15. Before allowed on the property the Encampment Host shall complete background checks consistent with MVMC 17.210.020(C)(8). The Encampment host shall exclude any individuals who have active warrants or are registered sex offenders.
 16. The Encampment Host shall provide immediate cleanup of any litter, wastewater, sewage, or waste material discharge onto or deposited upon the surface of the ground or parking area, whether as a result of leaks from plumbing fixtures, wastewater, sewage, or waste.
 17. The Encampment Host shall not charge fees, rents, or other charges to those using the limited temporary homeless encampment.
 18. The Encampment Host shall comply and enforce compliance of applicable state statutes and regulations and local ordinances concerning, but not limited to, drinking water connections, solid waste disposal, human waste, outdoor fire or burning, electrical systems, and fire-resistant material.
 19. The Director may impose additional conditions necessary to protect public health and safety so long as such conditions do not substantially burden the decisions or actions of the Encampment Host.
- C. Registering a Limited Temporary Encampment with the City. The Encampment Host, Manager, or Sponsor shall, at least a week prior to a limited temporary encampment being established, submit the following items to the City:
1. A fully-dimensioned, to-scale site plan indicating the location of trash, restroom facilities, handwashing facilities, exterior light fixtures, location and distances to residential properties, and location of designated overnight parking spaces.
 2. A copy of their written Code of Conduct.
 3. A copy of their Neighborhood Relations Plan.
 4. The identity and contact information of the on-call monitor set forth in subsection A 12.
 5. The Development Services Director may request other information if necessary to determine or ensure compliance with the provisions of this section. Upon receipt of such a request, the information shall be provided prior to the limited temporary encampment being established.
- D. Limited Temporary Homeless Encampments shall be located on a property for no more than a total of 180-days in any 12 month period unless the Encampment Host, Manager, or Sponsor demonstrates it has fully complied with the provisions of this Chapter and no previous violations occurred during the 180 day period. In the event it has been determined pursuant to section (E) below that one or more violations of this chapter have occurred, no less than 180-days must pass before a Limited Temporary Homeless Encampment can be re-established on a property

that previously hosted a Limited Temporary Homeless Encampment. Limited Temporary Homeless Encampments shall immediately cease as ordered by the Director for substantiated violations pursuant to section (E)(2), below. Limited Temporary Homeless Encampment shall re-register with the City every 180 days if the Encampment Sponsor wishes to continue locating a Limited Temporary Homeless Encampment on a property. A property may not have a Limited Temporary Homeless Encampment and Temporary Homeless Encampment at one time when such use exceeds standards set forth in MVMC 17.210.030.

This last sentence was added to this Ordinance after the Council's August 28, 2019 meeting.

E. Violation- Penalties

- 1. Any person violating or failing to comply with any of the provisions of MVMC 17.210.070 shall be subject to the enforcement provisions contained in MVMC Title 19, Code Enforcement.**
- 2. In addition to and supplemental to any enforcement action set forth in Title 19, Code Enforcement, the Director may order a limited temporary homeless encampment to cease for violation of any of the requirements of this chapter or condition imposed by the Director until such a time as the use complies with the chapter or conditions. An order of the Director is a Type II decision that may be appealed to the hearing examiner for final determination provided in Chapter 14.05 MVMC. The order of the director shall be stayed during any appeal to the hearing examiner, but the stay will be lifted if the hearing examiner upholds the order. Decisions of the hearing examiner on an order of the director may be appealed to the Skagit County superior court as provided in Chapter 36.70RCW.**

SECTION 7. Hearing To Be Held. Pursuant to RCW 36.70A.390 and/or RCW 35A.63.220, the City Council shall hold a public hearing on this interim regulation within 60 days of adoption of this interim regulations ordinance.

SECTION 8. City to Consider Permanent Regulations. The City Council hereby directs that the City Community and Economic Development Department to study the issue of temporary homeless encampments within the City and begin the process of drafting proposed permanent regulations to be considered through the City's public participation process including allowing for public input and providing for public hearings at both the Planning Commission and City Council.

SECTION 9. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

SECTION 10. Savings Clause. All previous ordinances which may be repealed in part or their entirety by this ordinance, shall remain in full force and effect until the effective date of this ordinance.

SECTION 11. Effective Date and Declaration of Emergency. The City Council hereby declares that an emergency exists necessitating that this Ordinance take effect immediately upon passage by a majority plus one of the whole membership of the Council, and that the same is not subject to a referendum. Without an immediate interim regulation on the City's acceptance of

business licenses, building applications, permits or other types of land use/development permits/approvals, such applications could become vested under regulations subject to change by the City in this comprehensive review and regulation amendment/adoption process. This Ordinance will not affect any existing rights, or any vested applications previously submitted to the City.

SECTION 12. Ordinance to be Transmitted to Department. Pursuant to RCW 36.70A.106, this Interim Ordinance shall be transmitted to the Washington State Department of Commerce as required by law.

PASSED AND ADOPTED this 11th day of September 2019.

SIGNED AND APPROVED this ____ day of September, 2019.

Doug Volesky, Finance Director

Jill Boudreau, Mayor

Approved as to form:

Kevin Rogerson, City Attorney

Published: _____

Effective Date: _____



DATE: September 11, 2019
TO: Mayor Boudreau and City Council
FROM: Esco Bell, Public Works Director
SUBJECT: CITY'S RECEIPT OF THE NAFSMA AWARD FOR 2019 BEST OVERALL GREEN INFRASTRUCTURE PROJECT

RECOMMENDED ACTION:

None

INTRODUCTION/BACKGROUND:

The National Association of Flood and Stormwater Management Agencies (NAFSMA) on August 22, 2019, announced the winners of its Excellence in Communications Awards and Stormwater Management Green Infrastructure Competitions at the organization's national conference in Rancho Palos Verdes, California.

NAFSMA has awarded the City's Downtown Flood Protection Project with its highest honor of the Top Overall Project in the 2019 Green Infrastructure Award.

NAFSMA is an organization of public agencies whose function is the protection of lives, property and economic activity from the adverse impacts of storm and flood waters. The mission of the association is to advocate public policy, encourage technologies and conduct education programs which facilitate and enhance the achievement of the public service function of its members.

"The caliber of work with Green Infrastructure and communication outreach were outstanding and provide great examples of programs that other agencies can modify for their own unique environments," said Susan Gilson, NAFSMA executive director. One of the Judges noted "They were all excellent projects, and each was different. It made the judging difficult, but I enjoyed reading every one of them. They are all winners."

The City of Mount Vernon's Project received this honor over excellent projects, such as the Pittsburgh Parks Conservancy's Frick Environmental Center Project – First Place; the PennDOT District 6 & AECOM's Interstate 95 – Girard Avenue Interchange Reconstruction Project – Second Place; and the San Francisco Public Utilities Commission's RL Stevenson Stormwater Schoolyard Project – Third Place.

FINDINGS/CONCLUSIONS:

The City has received this national award from NAFSMA for the 2019 Best Overall Green Infrastructure Project.

RECOMMENDATION:

The City's Downtown Flood Protection project's success has been the result of years of excellent effort by elected officials, City staff, and the community. It is a pleasure to see that the project's quality and impact have been recognized by NAFSMA through its award to the City.

ATTACHED:

None



DATE: September 3, 2019
TO: Mayor Boudreau and City Council
FROM: Isaac Huffman, Library Director
SUBJECT: INTERLOCAL AGREEMENT WITH SKAGIT COUTY

RECOMMENDED ACTION:

Motion

INTRODUCTION/BACKGROUND:

Every year Skagit County provides funds to support the use the library by unincorporated residents. In 2019 we will receive an amount slightly larger than 2018, at \$14,710. The library values this support because it allows us to charge unincorporated families about 50% less for out of district cards. This makes the library an affordable destination for those outside our city.

FINDINGS/CONCLUSIONS:

The terms in this agreement align with past interlocal library agreements and this agreement helps us better support people with Mount Vernon Addresses outside of city limits.

RECOMMENDATION:

Approve

ATTACHED:

INTERLOCAL COOPERATIVE AGREEMENT FOR LIBRARY MATERIALS

INTERLOCAL COOPERATIVE AGREEMENT FOR LIBRARY MATERIALS

This Interlocal Cooperative Agreement for Library Materials is entered into between Skagit County, hereinafter referred to as the “County”, and the City of Mount Vernon, hereinafter referred to as the “City” pursuant to RCW 39.34.

This Agreement is based upon the following facts and circumstances:

- The County does not, nor is it required by statute to provide general library services to the residents residing in unincorporated Skagit County.
- Historically, the City has provided library access to residents and nonresidents alike.
- Non-residents are required to pay a fee for library access.
- Due to increasing competition for funding and increasing library usage, the City is having difficulty providing access to residents and non-residents.
- The County, in 2019, has made funding available for a portion of the costs to provide for the purchase of materials for use by residents and non-resident users of libraries located within the City.

In consideration of the facts listed above, the parties agree as follows:

1. During 2019 the County will provide the City a total sum of \$14,710 to assist in providing library materials to the residents of unincorporated Skagit County. The sum will be distributed to the City based upon the library book, audio, film, video and subscription collection and circulation of each municipal library.
2. None of the County funds received by the City may be used to supplant funding that the City would otherwise provide for library services.
 - 2.1 The City must provide documentation that non-resident library users pay at least \$10 per library card.
 - 2.2 Funds distributed to the City must be used to purchase materials for circulation that will benefit non-resident library users.
3. It is agreed that any portion not used for its intended purpose will be returned to the County within a reasonable time period after the close of the fiscal year.
4. All assets acquired as a result of this funding will become the property of the City. The City will be responsible for all aspects of library operation.

5. Administration: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under or greater than this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.
 - 5.1 The County's representative shall be the Budget and Finance Director.
 - 5.2 The City's representative shall be the Library Director.
6. Indemnification: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.
7. Changes, Modifications, Amendments and Waivers: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
8. Severability: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
9. Entire Agreement: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
10. The term of this agreement is the date of execution through December 31, 2019.

CITY OF MOUNT VERNON

Jill Boudreau, Mayor

ATTEST:

Clerk, City of Mount Vernon

APPROVED AS TO FORM:

Attorney, City of Mount Vernon

DATED this _____ day of _____, 2019.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Lisa Janicki, Chair

Ron Wesen, Commissioner

Attest:

Kenneth A. Dahlstedt, Commissioner

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director



DATE: September 11, 2019

TO: Mayor Boudreau and City Council

FROM: Darin Christen, Senior Engineer

A handwritten signature in blue ink, appearing to be "DC", is written over the name Darin Christen.

SUBJECT: AWARD OF BID FOR PROJECT # TS-2019-001: 2019 Street and Curb Ramp Improvements

RECOMMENDED ACTION:

Staff recommends a motion be made by Council to award the base bid (Schedule A) of the 2019 Street and Curb Ramp Improvements Project to Pellco Construction Inc., of Mukilteo, WA for the bid amount of \$330,368.00.

INTRODUCTION/BACKGROUND:

On September 5, 2019, bids were opened and read for the 2019 Street and Curb Ramp Improvements project. The project includes grinding and overlaying Anderson Road from Old Highway 99 through the roundabout at Cedardale. The bid proposal was structured as a base bid (Schedule A) for the roundabout with an additive bid (Schedule B) for the portion of Anderson between Old Highway 99 and the I-5 bridge on Anderson. A total of four bids were received and considered.

FINDINGS/CONCLUSIONS:

After reviewing the bids and taking budgetary constraints into consideration, staff determined that the base bid only should be awarded. Using the base bid, the bid submitted by Pellco Construction Inc., for \$330,368.00 was the lowest bid from a responsible bidder.

RECOMMENDATION:

To contract for this work, the bid must be awarded by Council in accordance with MVMC Chapter 2 and RCW 39.04.

ATTACHED:

Bid Tabulation

Vicinity Map

2019 STREET AND CURB RAMP IMPROVEMENTS

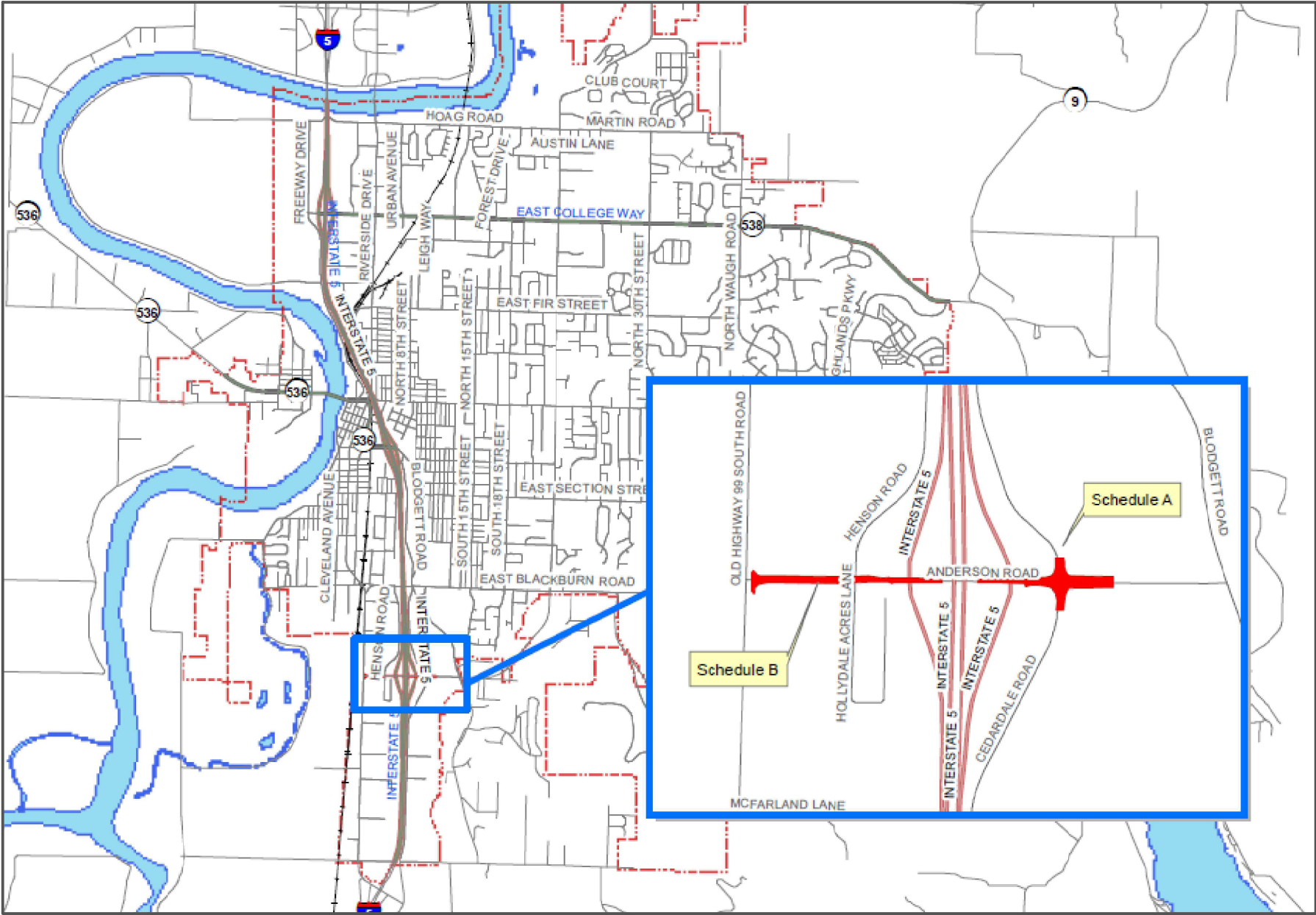


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D2	DEMOLITION – SCHEDULE B
PA1	PAVING PLAN – SCHEDULE A – PHASE 1
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C1	CONCRETE – SCHEDULE A
ID1	SPLITTER ISLAND DETAILS -1 (EAST AND WEST)
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CONSTRUCTION NOTES

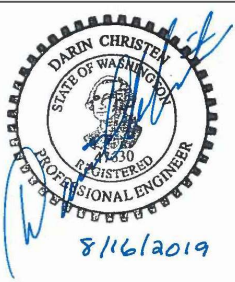
1. INSTALL INLET PROTECTION

PROJECT NO. TS-2019-001

COVER SHEET



PUBLIC WORKS
1024 CLEVELAND AVE.



DESIGNED: DTC
DRAWN/REVISED: DTC
LAST REVISION: 8/16/2019

SCALE: NTS

1

2019 STREET AND CURB
RAMP IMPROVEMENTS



DATE: September 11, 2019

TO: Mayor Boudreau and City Council

FROM: Blaine Chesterfield, Engineering Manager *BAC*

SUBJECT: AGREEMENT – 2020 WASHINGTON CONSERVATION CORP, IAA NO. WCC-1956

RECOMMENDED ACTION:

Staff recommends Council approve the detention pond maintenance Interagency Agreement (IAA) with the Washington State Department of Ecology to have the Washington Conservation Corps (WCC) perform vegetation maintenance on drainage facilities. The agreement would be for up to eight weeks of WCC crew time with costs not to exceed \$36,800.

INTRODUCTION/BACKGROUND:

- Approximately 40 percent of the City maintained drainage facilities need significant vegetation maintenance that requires hand work with the remaining facilities needing routine maintenance work.
- The City has had great success using the WCC crews for facility maintenance since 2015.
- The WCC crew comes with a supervisor, five crew members, a crew rig, and hand tools/equipment for drainage facility maintenance. The crew will have already received trainings on equipment and safety.

FINDINGS/CONCLUSIONS:

- The City currently maintains an estimated 145 drainage facilities within the city.
- Approximately forty percent of the city's drainage facilities need vegetation maintenance that require small equipment and hand work.
- The Washington Conservation Corps community service program provides the City a great opportunity to complete some of the work on these facilities while keeping costs down.
- The work time of the WCC crew will be limited to a maximum of eight weeks during 2020 due to other obligations.

RECOMMENDATION:

Staff recommends Council authorize the Mayor to sign the Interagency Agreement with the Washington State Department of Ecology for up to eight weeks of Washington Conservation Corps crew time.

ATTACHED:

Agreement



DEPARTMENT OF
ECOLOGY
State of Washington

AGREEMENT NO. WCC-1956

AGREEMENT
BETWEEN

The State of Washington, Department of ECOLOGY
AND
City of Mount Vernon

THIS AGREEMENT is made and entered into by and between the Department of Ecology, hereinafter referred to as "ECOLOGY", and City of Mount Vernon hereinafter referred to as the "SPONSOR."

IT IS THE PURPOSE OF THIS AGREEMENT to provide Washington Conservation Corps (WCC) members to complete environmental or disaster services projects, pursuant to Chapter 43.220 of the Revised Code of Washington.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Both parties agree to do all things necessary for or incidental to the performance of the work set forth in Appendix "A" attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on 10/7/2019 and be completed on 9/10/2020, unless terminated sooner as provided herein. The WCC Crew and/or WCC Individual Placement corpsmember specified in this agreement will be available to SPONSOR on the dates set forth on the calendar in Appendix "B" attached hereto and incorporated herein.

COMPENSATION

The parties have determined that the cost of accomplishing the work herein will not exceed \$36,800. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for service(s) shall be based on the following established rates:

Provided by ECOLOGY	Reimbursed to ECOLOGY by SPONSOR
8 weeks of WCC crew services	\$36,800
Total SPONSOR COST	\$36,800
	<i>Above cost Not to be Exceeded</i>

The costs reimbursed to ECOLOGY by SPONSOR are a cost-share rate. Estimated value of a WCC crew is \$6,134 weekly per WCC Crew consisting of five WCC/AmeriCorps Members and one Supervisor (excludes food and lodging). Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.

BILLING PROCEDURE

ECOLOGY shall submit invoices monthly to the SPONSOR's designated contact person listed under "Agreement Management" section. Payment to ECOLOGY for approved and completed work will be made by warrant or account transfer by SPONSOR within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

ASSURANCES

Parties to this Agreement agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

FUNDING AVAILABILITY

The obligation of the SPONSOR to provide reimbursements is contingent upon appropriation of funds by the SPONSOR's governing body for the specific purpose of funding the project, which is the subject of this Agreement. Upon the failure of such appropriation, the SPONSOR may terminate this Agreement.

ECOLOGY's ability to provide cost-share is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, for convenience or to renegotiate the agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions.

GOVERNING LAW AND VENUE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes, regulations, and rules.
2. Mutually agreed written amendments to this Agreement
3. This Agreement
4. Statement of Work and Budget.
5. Any other provisions of this Agreement, including materials incorporated by reference.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of this Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties subject to state public disclosure laws.

RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

RIGHTS IN DATA

Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be jointly owned by ECOLOGY and SPONSOR. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

AGREEMENT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract/Program Manager for ECOLOGY is:

Travis Weller
PO Box 47600
Olympia, WA 98504
(360) 742-8760
travis.weller@ecy.wa.gov

The Contract/Program Manager for SPONSOR is:

Blaine Chesterfield
PO Box 809
Mount Vernon WA 98273
360-336-6204
blainec@mountvernonwa.gov

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington
Department of ECOLOGY

SPONSOR
City of Mount Vernon

Signature

Date

Signature

Date

Bridget Talebi, WCC Section Supervisor

Printed Name, Title

Jill Boudreau, Mayor

Printed Name, Title

Attest:

Doug Volesky, Finance Director

Approved as to form:

Kevin Rogerson, City Attorney

STATEMENT OF WORK Appendix A

Work summary:

Under direction of SPONSOR, crew(s) will perform restoration activities. Specific tasks could include invasive control, native species installation, plant nursery care, scientific monitoring, and fence installation or repair.

Special terms and conditions:

1. WCC members and staff will not be utilized to clear and/or clean up hazardous materials including hypodermic needles. If a significant amount of hazardous or unidentifiable material is discovered on a project site, activity will cease until SPONSOR either mitigates potential hazards or finds an alternate project site. WCC resources (includes members, supervisors, tools and trucks) will not be utilized for clearing active or abandoned homeless encampments.
2. Vehicle is not to be used for heavy hauling. The primary use of the crew vehicle is for transportation of crew, tools, and safety equipment. In the event that WCC vehicles are requested to tow SPONSOR equipment, SPONSOR is solely responsible for accidental damages, unless damages are caused by WCC negligence.
3. WCC is not responsible for normal wear and tear when project requires the use of SPONSOR-provided tools, equipment or safety gear.
4. SPONSOR will complete WCC-provided closeout survey or report within 30 days of agreement completion.
5. The assignment of corpsmembers shall not result in the displacement of currently employed workers, including partial displacement such as reduction in hours of nonovertime work, wages, or other employment benefits. Agencies that participate in the program may not terminate, lay-off, or reduce the working hours of any employee for the purpose of using a corpsmember with available funds. In circumstances where substantial efficiencies or a public purpose may result, participating agencies may use corpsmembers to carry out essential agency work or contractual functions without displacing current employees.
6. All state holidays and shutdown weeks are non-working days for members. Shutdown weeks are to be used by WCC staff/supervisors for planning purposes.
7. The WCC standard 40-hour schedule is Monday through Thursday from 7:00am to 5:30pm. An alternate schedule may be arranged with prior approval from the WCC.
8. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.

ECOLOGY shall:

1. Provide WCC members for the number of weeks specified in this agreement. Full-time crews and Individual Placements are available to SPONSOR for a maximum of 41 weeks (approx. 165 days) during the Federal AmeriCorps program service year (October-September).
2. In the event of a disaster response deployment, the WCC Program will make every effort to fulfill sponsor program needs, including sending additional members, whenever possible. Invoices will include all activities during the program year including training, community service events, and other activities required by WCC, excluding Emergency Response, if needed.
3. Provide training and development specified in Appendix "B": eight (8) days of formal WCC member training, a four (4) day Orientation Training, one (1) day dedicated to MLK Community Service, and a debrief meeting near the conclusion of the term. WCC members and supervisors are logging hours on these dates, but are unavailable to sponsor to perform project work.
4. Provide a 4-day Assistant Supervisor training to the designated Assistant Supervisor.
5. For crew (s), ECOLOGY agrees to provide a crew of 5 members, a crew supervisor, vehicle, and basic hand tools.
6. Cost-share rates are not based on actual attendance, however, invoices will be reduced for member or supervisor vacancies lasting 20 days or more.

SPONSOR shall:

1. Guide completion of appropriate projects for the number of weeks specified in this agreement by providing the logistical, technical and safety-related support necessary for project completion. Provide site orientation for WCC members, specific on-the job task training, and any materials beyond basic hand tools to complete tasks assigned under this Agreement. Obtain and ensure adherence to applicable permits as set by local, state, tribal or federal laws and regulations.
2. Help to promote the AmeriCorps and WCC brands, logo, slogans and phrases. The WCC will provide camera-ready logo. AmeriCorps is a registered service mark of the Corporation for National and Community Service.

AmeriCorps Prohibited Activities:

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

- A. Attempting to influence legislation;
- B. Organizing or engaging in protests, petitions, boycotts, or strikes;
- C. Assisting, promoting, or deterring union organizing;
- D. Impairing existing contracts for services or collective bargaining agreements;
- E. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- F. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- G. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- H. Providing a direct benefit to—
 - I. A business organized for profit;
 - II. A labor union;
 - III. A partisan political organization;
 - IV. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - V. An organization engaged in the religious activities described in paragraph 3.g. above, unless CNCS assistance is not used to support those religious activities;
- I. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
- J. Providing abortion services or referrals for receipt of such services; and
- K. Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

